



Cloud Services General Terms & Conditions

1. Orders

1.1. Purchase Orders

The Client shall submit all orders for Products and/or Services to Venom IT in writing via Venom IT's support desk, or as Venom IT otherwise specifies in writing, allowing reasonable time for Venom IT to receive, review, process the Purchase Order, and provision the Products and/or Services (the "Delivery Date").

1.2. Accepting, Modifying, and Rejecting Purchase Orders

1.2.1. By Notice

Within seven Business Days' of receiving a Purchase Order from the Client, Venom IT shall accept, reject, or propose a modification to the Purchase Order by sending the Client written notice of its acceptance, rejection, or proposed modification.

1.2.2. Deemed Acceptance

If Venom IT fails to notify the Client of its acceptance, rejection, or proposed modification, the Client may deem that Venom IT has accepted the Purchase Order.

If the Client fails to notify Venom IT of its acceptance, rejection, of a proposed modification, Venom IT may deem that the Client accepted the modification to the Purchase Order.

1.2.3. Modification of Purchase Order

Venom IT may propose a modification to a Purchase Order by including in its notice to the Client a modified Purchase Order for the Client to accept or reject according to the acceptance and rejection procedures under paragraphs 2.2.1 BY NOTICE and 2.2.2 DEEMED ACCEPTANCE.

1.3. Cancelling Purchase Orders

The Client may, at no expense to itself, cancel part or all of a Purchase Order within 24 hours of placing the order.

2. Delivery of Tangible Products

2.1. Delivery

Venom IT shall, at reasonable additional cost to the Client, deliver each order of tangible Products to an address stipulated by the Client.

- a) on the Delivery Date and to the location specified in the applicable Purchase Order
- b) using any delivery method the parties agree to in writing.



2.2. Risk of Loss Shifts on Delivery.

Venom IT will remain liable for any damages, losses, or defects to the Products until the Products are delivered to the Client, after which the Client will be solely liable.

3. Product Materials

3.1. Marketing and Informational Materials

Venom IT shall provide the Client with the marketing, and other information in English about the Products that Venom IT provides.

3.2. Regulatory Documentation

On the Client's reasonable request, Venom IT shall supply the Client with all documentation the Client requires to comply with the regulatory requirements of all Governmental Authorities in the Territory.

4. Acceptance and Rejection of Tangible Product Deliveries

4.1. Inspection Period

The Client will have 7 Business Days after Venom IT delivers an order of Products to inspect and test the Products for defects and to ensure the order meets the specifications of the applicable Purchase Order (the "Inspection Period").

4.2. Acceptance

If in the Client's opinion the Products satisfy the specifications of the applicable Purchase Order, the Client shall accept the Products and notify Venom IT that it is accepting them.

4.3. Deemed Acceptance

The Client will be deemed to have accepted Products if

- a) the Client fails to notify Venom IT on or before the expiration of the Inspection Period, or
- b) if during the Inspection Period, the Client sells or attempts to sell, runs, or otherwise uses the Products beyond what is necessary for inspection and testing, and in a way a reasonable Person would consider consistent with the Client having accepting the delivery from Venom IT.

4.4. Rejection and Cure

If in the Client's opinion, a delivery of Products fails to meet the specifications of the applicable Purchase Order,

- c) the Client shall deliver to Venom IT a written list detailing each failure, and
- d) Venom IT shall promptly deliver to the Client any Products necessary to remedy each failure, at no expense to the Client.

5. Changes to Products and/or Services

Venom IT may discontinue or modify the Products, modify the Product specifications, or replace the Products with similar Venom IT or third party products, except that Venom IT may not discontinue, modify, or replace Products that are subject to an accepted and outstanding Purchase Order, unless required by Law.

6. Price

6.1. Price for the Client

The Client shall pay Venom IT's list price for each Product, as listed in the *Venom IT Client's Price Schedule*.

6.2. Resale Prices

The Client may determine its own retail prices, taking into account suggested retail prices provided by Venom IT.

6.3. Changes to Prices

Notice of Upcoming Changes.

If Venom IT changes its list prices, Venom IT shall give the Client one month's notice before implementing those changes.

6.4. No Effect on Outstanding Purchase Orders

Changes to Venom IT's list prices will not affect any Purchase Orders already submitted.

6.5. Most Favoured Customer

Venom IT reserves the right to sell its Products and/or Services to any third party at a price lower than what it charges other Clients for the same Products and/or Services.

7. Payment of List Prices

7.1. Invoice Delivery

Venom IT shall invoice the Client for each delivery of Products and/or Services within 28 (twenty-eight) Business Days' after the Client accepts the delivery of Tangible Products or after the Services have begun being provided.

7.2. Invoice Procedure and Requirements

Venom IT shall

- a) make each invoice to the Client in writing, including
- b) an invoice date and number,
- c) the total amount due, and
- d) the calculation of the total amount, and
- e) send each invoice to the Client's agreed-upon address of correspondence

8. Payment

8.1. Services

8.1.1. Venom IT will charge the Client for each service, per user, per calendar month.

- a) In the event of a user cancellation, the Client will be charged for a full month even if only part of a month's service was rendered. It is the Client's responsibility to notify Venom IT of any user cancellations by logging a service ticket with Venom IT's support line.
- b) When a new user is added the Client will be charged for a full month even if only part of a month's service was rendered. It is the Client's responsibility to notify Venom IT of any user additions by logging a service ticket with Venom IT's support line.

8.1.2. The Client will be invoiced every month on or around the 15th of the month.

8.1.3. Invoices are due for payment within 28 days of receipt

8.1.4. Venom IT and the Client will pay all amounts due under this Agreement in full without any deduction except as required by law. Neither Party will be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.

8.2. Tangible Products

- 8.2.1. The Client will be invoiced immediately upon dispatch of the Product(s).
- 8.2.2. A 50% deposit will be required in all cases
- 8.2.3. The balance of invoices are due for payment within 28 days of receipt
- 8.2.4. Venom IT and the Client will pay all amounts due under this Agreement in full without any deduction except as required by law. Neither Party will be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.

8.3. Payment Procedure

The Client shall pay each invoice within 28 (twenty eight) days after receiving each invoice,

- a) in immediately available funds,
- b) to the account Venom IT specifies on each invoice

8.4. Prevention of Man-in-the-Middle Attacks

To mitigate the possibility of Man-in-the-Middle attacks,

- 8.4.1. The Client should make a secure record of Venom IT's verified bank account details and then check the banking details on each subsequent invoice against the verified banking details before making payment.
- 8.4.2. Venom IT should be notified of any suspicious changes and payment should temporarily be halted until Venom IT has either verified the change or given instruction to pay into the original verified bank account.

8.5. Reimbursement of Expenses

Venom IT will be reimbursed for any reasonable, ad-hoc expenses incurred in connection with providing ad-hoc Products and/or Services to the Client. Such expenses will, as far as possible, be discussed with the Client beforehand.

8.6. Late-payment Penalties

- 8.6.1. Any late payments will be charged 'statutory interest' - this is 8% per annum plus the Bank of England base rate. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount. Venom IT may at its sole discretion suspend services until payment has been made in full.
- 8.6.2. Any late payments will be charged for the cost of recovering the late payment on top of claiming interest, as set out in the section *Late commercial payments: charging interest and debt recovery* of Her Majesty's Government official website www.gov.uk.

8.7. Currency

All monetary amounts referred to are GBP and are excluding Value Added Tax unless otherwise specified.

9. Terms of Agreement and Termination

- 9.1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this agreement.
- 9.2. This Agreement may be terminated at any time by mutual agreement of both Parties.
- 9.3. Either Party may terminate this Agreement by giving the other party 30 day's prior written notice.
- 9.4. In the event of a price increase, the Client will be given 30 days notice or more, where possible.
- 9.5. The Supplier may terminate this Agreement if the Client is more than 30 days late in making due payments.

- 9.6. Either Party may immediately terminate this Agreement if the other Party:
- 9.6.1. Commits a material breach of this Agreement. In the event that either Party breaches a material provision under this agreement, the non-defaulting party may terminate this agreement immediately and require the defaulting party to indemnify the non-defaulting Party against all reasonable damages.
 - 9.6.2. Persistently breaches any term of this Agreement
 - 9.6.3. Is dissolved, becomes subject to administration, goes into liquidation or makes any voluntary arrangement with its creditors
- 9.7. Upon termination of this Agreement all data belonging to the Client will be returned to the Client without any undue delay once written instructions from the Client have been received by the Supplier. Depending upon the method chosen by the Client, a small reasonable fee may be charged by the Supplier to cover costs directly related to the returning of the Client's data.
- 9.8. Except as otherwise provided in this Agreement, the obligations of the Supplier will end upon termination of this Agreement.

10. Performance

- 10.1. The Parties agree to do everything necessary to ensure that the terms of this Agreement are met.

11. Confidentiality

- 11.1. Confidential Information refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes and client records that are not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the client.
- 11.2. The Supplier agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Supplier has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

12. Compliance with Data Protection Laws

- 12.1. The Parties agree that the Client is the Data Controller and the Supplier is the Data Processor.
- 12.2. The Supplier will ensure that all its employees, sub-contractors and their personnel comply with all relevant data protection laws.
- 12.3. The Supplier will implement appropriate organisational and technical measures to protect the data held on behalf of the Client against accidental or malicious destruction, loss, alteration, access or disclosure.
- 12.4. The Supplier may from time to time subcontract processing of the Data to a third party subcontractor without the specific written consent of the Client, in cases such as repairs to data centres, switching of certain service providers (e.g. hardware providers, software providers or providers of other services related to Cloud Computing) as these instances would be classed as being in the legitimate interest of the Data Controller (Recital 49 of the GDPR) and other exemptions made by the Information Commissioner's Office for Cloud providers. The Supplier reserves the right to subcontract vetted technical specialists for the occasional and/or regular provision of certain cloud-related services without the Client's consent.
- 12.5. The Supplier will not transfer or store any data belonging to the Client outside of the EU and/or the UK without express written instructions from the Client.

- 12.6. The Client will handle its own Subject Access Requests. The Supplier will, however, assist the Client in such regard in all reasonable manner.
- 12.7. For security reasons and in line with ICO exemptions for Cloud providers, access to data centres will only be given to the Client by invitation from the Supplier.
- 12.8. The Supplier will, upon request from the Client, make available copies of all relevant certifications as evidence of compliance with data protection laws.
- 12.9. The Supplier will promptly notify the Client in the event of a Data Breach.
- 12.10. The Supplier will notify the ICO within 72 hours in the event of a Data Breach.
- 12.11. Upon termination of the Agreement, the Supplier will, depending upon the Client's choice, delete or return all the data belonging to the Client within 30 days, unless legally required to do otherwise.

13. Ownership of Intellectual Property

- 13.1. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Supplier. The Client is granted a non-exclusive limited-use license of this Intellectual Property. Any software produced during the course of this Agreement may not be modified, reverse-engineered or de-compiled in any manner through current or future technologies.
- 13.2. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Supplier. Intellectual property rights include the look and feel of any software produced. Intellectual property rights include the functionality, logic and coding of any software produced.

14. Capacity

- 14.1. In providing the services under this Agreement it is expressly agreed that the Supplier is acting as an independent contractor and not as an employee. Both parties acknowledge that this Agreement is purely a contract for service and does not create a joint venture or partnership of any kind.

15. Notices

- 15.1. All legal notices, requests, demands or other communications related to this Agreement will be given in writing and delivered to the addresses on the first page of this Agreement.
- 15.2. Email and/or recordings of calls made to or from the Supplier's support desk will be accepted as written notice for non-legal matters such as adding/removing users, changes to service or information updates.

16. Indemnification and Liabilities

- 16.1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents employees and permitted successors and assigns against any and all losses, claims, liabilities, damages, punitive damages, penalties, expenses, reasonable legal fees and costs of any kind or amount, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents employees and permitted successors. This indemnification will survive the termination of this Agreement.
- 16.2. If the Supplier's performance of its obligations under this Agreement is prevented or delayed by an act or omission of the Client, its agents, sub-contractors, consultants or employees, the Supplier will not be liable for any costs, charges or losses incurred by the Client as a result
- 16.3. Nothing in this Agreement limits or excludes either party's liability for:

- 16.3.1. Death or personal injury caused by negligence
- 16.3.2. Fraud or misrepresentation
- 16.3.3. Any other liability which cannot be limited or excluded by law
- 16.4. Subject to the above clause neither party shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, with regards to:
 - 16.4.1. Loss of profits
 - 16.4.2. Loss of sales or business
 - 16.4.3. Loss of agreements or contracts
 - 16.4.4. Loss of anticipated savings
 - 16.4.5. Loss of or damage to goodwill
 - 16.4.6. Loss of use or corruption of software, data or information
 - 16.4.7. Any indirect or consequential loss
- 16.5. Subject to the four preceding clauses, the total liability of either Party in respect of one event or series of connected events shall not exceed £5,000,000.
- 16.6. During this Agreement, both Parties will maintain in force sufficient insurance with a reputable insurance company.

17. Circumstances Beyond Control

- 17.1. Neither Party will be held liable for any failure or delay in performing their obligations where such failure or delay results from any force majeure such as a war, crime, pandemic or natural disaster.
- 17.2. The Party(s) affected by such a force majeure will use all reasonable endeavours to mitigate the effects and resume performance of their obligations.
- 17.3. The corresponding obligations of the other Party will be suspended to the same extent as those of the Party affected by the force majeure event.

18. Modification of Agreement

- 18.1. Any amendments or modifications of this Agreement or any additional obligations assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each party.

19. Anti-bribery

- 19.1. Both Parties, their agents, sub-contractors, consultants or employees will:
 - 19.1.1. Comply with all applicable Laws, regulations, statutes and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act of 2010.
 - 19.1.2. Comply with any industry-related code of practice.

20. Non-solicitation

- 20.1. The Client will not, without prior written consent from the Supplier, at any time from the start of this Agreement up until twelve months after its termination, solicit or entice away from the Supplier or attempt to employ any person who is or has been an employee of the Supplier whilst this Agreement is in force.

21. Assignment

- 21.1. The Supplier will not voluntarily assign or otherwise transfer its obligations under this Agreement without the prior consent of the Client

22. Entire Agreement

22.1. This Agreement contains the whole agreement between the Parties and supercedes any prior discussions, arrangements or agreements that might have taken place in relation to this Agreement.

23. Enurement

23.1. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and permitted successors and assigns.

24. Interpretation

24.1. Headings are for convenience only and are not to be considered for interpretation of this Agreement.

24.2. Words in the singular mean and include the plural and vice versa

24.3. Words in the masculine mean and include the feminine and vice versa

25. Governing Law

25.1. This Agreement will be governed by the laws of England.

26. Severability

26.1. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid in whole or in part, all other provisions will nevertheless continue to be enforceable and valid with the unenforceable or invalid parts severed from the remainder of this Agreement.

27. Waiver

27.1. The waiver by either Party of a breach, default, delay or omission by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.